

**SERIAL 03058 - C ERGONOMIC KEYBOARD PLATFORM TRAYS; INCLUDING
INSTALLATION (NIGP CODE 20760)**

CONTRACT PERIOD THROUGH FEBRUARY 28, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ERGONOMIC KEYBOARD PLATFORM TRAYS; INCLUDING
INSTALLATION (NIGP CODE 20760)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 18, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/jmk
Attach

Copy to: Clerk of the Board
 Debbie Thompson, Human Resources Ergonomics
 Sharon Tohtsoni, Materials Management

(Please remove Serial 00196 from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **ERGONOMIC KEYBOARD PLATFORM TRAYS;
INCLUDING INSTALLATION (NIGP CODE 20760)**

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a three-year requirements contract for the purchase of **as required** ergonomic platforms and arms for keyboard trays, **INCLUDING INSTALLATION. Additionally, the County is requesting pricing for the same products on a “large project” basis (same location).** Maricopa County intends to make this a multiple award contract. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 TECHNICAL SPECIFICATIONS:

2.1 Respondents should understand that this solicitation demands installation for the items identified herein and that the cost for such shall be included in the unit price of each item identified on the pricing page (Attachment A). Manufacturers shall list the local authorized distributors or installers which they are affiliated with and are authorized installers of their product on the pricing page (Attachment A). Payment for product and installation will only be made to awarded contractors.

2.2 ARMS & MECHANISMS:

2.2.1 Adjustable arms must meet or exceed ANSI/BIFMA X 5.5, 1998, sections 4 and 15, in strength and human factors criteria. (American National Standards Institute/Business Institutional Furniture Manufacturers Association).

2.2.2 Two types of arms shall be available:

2.2.2.1 Lift n Lock seated

2.2.2.2 Lift n Lock sit standing.

2.2.3 A Teflon or ball bearing track will be equally acceptable (only). The track must be smooth, consistent, and require minimal force (3 – 5 lbs of force). A short (17 inches) and regular (20 & 22+ inches) track must be available for 20, 24, and 30-inch work surfaces.

2.2.4 Height range on seated arm: 3 to 5 inches below, but the platform must be able to be level or at the same height as the surface to start. Height range starts at the bottom edge of the work surface and then the tray can be lowered a minimum of 3 inches.

2.2.5 Height range on sit to stand: 12-inches, 6 inches below and above work surface.

2.2.6 Seated arm mechanism **must** allow the platform to be even with or slightly below (1 inch) the work surface.

2.2.7 The neck of the mechanism arm **must** allow the platform to be within two inches of the work surface front edge with no excessive distance, when the platform is 1 inch below the work surface in height. Platform edge should be within 1-2 inches of work surface edge for proper set up..

2.2.8 The height and tilt control shall be independent, which means the tilt can be changed independently from the height control and the height control can be changed independently from the tilt control.

2.2.9 The handles and knobs shall meet ADA (American Disabilities Act) guidelines; 2-3 lbs. force, 1.5 inches minimum diameter, and 2.5 inches minimum in length.

- 2.2.10 The height adjustment shall be spring assisted, with ease of operation: Minimal (3-5 lbs of force).
- 2.2.11 Platform Tilt Adjustment:
 - 2.2.11.1 Minimal 15 degrees negative; 0-10 degrees positive, no more than 10 degrees, positive.
 - 2.2.11.2 A positive tilt lock out option is required.
- 2.2.12 The arm shall have a 360-degree swivel, on a single pivot mechanism. A double pivot or 45-degree option must be available.
- 2.2.13 The platform shall have non-slip padding material to secure the keyboard on the platform.
- 2.2.14 The arm and platform shall be low profile, with a clean underside allowing total knee clearance from knobs etc. All handles and knobs will be out of the person's leg space and the person's leg will not hit the knobs when using the tray.
- 2.2.15 Apron or front flange must be streamlined, maximum 1 inch; straight across. Arm should be able to be pushed in and out once set with no wings in the way.
- 2.2.16 Mechanism arm must be sturdy and stable, with no excessive wobble or bounce. It will be tested with both an inclinometer on angle displacement, and by placing pressure on the edge of platform in 3 places and the platform must not bounce more than twice to return to neutral position. (A tray will be needed and installed for evaluation purpose.)

2.3 **PLATFORM SPECIFICATIONS:**

- 2.3.1 Platforms shall have a keyboard and mouse designated space.
 - 2.3.1.1 Diagonal to fit in 17" and 21" corners, mouse forward, reversible.
 - 2.3.1.2 Radius to fit 42" and 48" radius corners.
- 2.3.2 Custom Design Specifications for Mouse Forward Platform:
 - 2.3.2.1 Overall length 26.75"; Width measured @ middle 11-12.5"; Mousing area 8 x 8 minimal with ¼" guard or fence; Mousing area 2.5" forward;
 - 2.3.2.2 Mouse pad must have a non-slip underside; mounting screws on mouse forward platform need to 1" to the left of center for better stability and lining up to keyboard (Mounting screws start 9.25" from the left side border with mouse on right side).
- 2.3.3 Platform Corners on mouse forward platform:
 - 2.3.3.1 Diagonal Upper Corner on mouse side is @ 45 degree angle and 9.5 inches long; diagonal corner on non-mouse side is @ 40 degree angle and 4.25-4.5 inches long. Top border, corner to corner is 17".
- 2.3.4 Custom Design Specifications for Radius Platform:
 - 2.3.4.1 Overall length 26.75"; Width measured at middle 15"; Mousing area 8 x 8 minimal with ¼" guard or fence;

2.3.4.2 Mouse pad must have a non-slip underside; mounting screws are centered;

2.3.5 Radius Border Design:

2.3.5.1 Top border is 8" wide; 15 degree curve begins at the 0 nd 8 inch mark on the top border; then to a 45 degree angle (straight edge) begins when the platform is 15" wide; then the side border is straight and is 7.5" in length measured from the bottom border of platform.

2.3.6 The platforms shall include removable palm supports, 2.25 to 2.5 inches wide and 18.75" in length and 1.25-1.5" in height. Mouse palm support is optional, but must be removable. On the mouse forward platform, the palm supports must be reversible.

2.3.7 Wire management of both keyboard and mouse cords are required (4 cord clips are required, 2 for mouse and 2 for keyboard).

2.3.8 The mouse must be secure on platform with ¼" minimum guards, edging or a boundary of some sort so that mouse does not fall off the platform when retracting the platform back and forth under the work surface.

2.3.9 A mouse pad built in or unattached to the platform is required.

2.3.10 Platform options shall include 1/8 or ¼ inch thin platform option. The construction material is at the discretion of the manufacturer, but ease of use and handling will be the main criteria for acceptance.

2.3.11 The fasteners and screws, securing the platform to the arm shall be flush with the platform and secure.

2.3.12 An ergonomic keyboard must fit on the standard platform, by removing palm rest.

2.3.13 The following mouse options must be available:

2.3.13.1 Mouse even with keyboard or straight across;

2.3.13.2 A mouse above keyboard with or without tilt option.

2.3.14 Platform edging must be rounded with no sharp edges. Streamline compact in size platforms that do not take up much room are desired.

2.3.15 Platform and arm must be easy to mount and install.

2.4 REQUIRED OPTIONS:

2.4.1 Corner Sleeves or diagonals (17 to 21 inch across) for tray installation. You may submit two corner sleeves for the 17" and 21" furniture corner; or one corner sleeve that fits both. The corner sleeve must be 1 ½" inches wide to fit most work surfaces. NO PLASTIC DIAGONALS.

2.5 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for technician/trades person and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.6 TAX:

NO TAX SHALL BE LEVIED AGAINST LABOR. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.7 DELIVERY:

Delivery is required F.O.B. **DESTINATION**, freight pre-paid within twenty-eight (28) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.8 STOCK:

The Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

2.9 INSTALLATION:

The Contractor's price SHALL INCLUDE DELIVERY, INSTALLATION/SETUP in complete operating condition.

2.10 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have ninety (90) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.11 WARRANTY:

The minimum warranty period shall be a limited (normal use, forty-hour work week) **LIFETIME**. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. The effective date on all warranties shall commence upon date of acceptance.

2.11.1 Customer service in handling warranty issues shall include:

2.11.1.1 Initial response to warranty repairs within 72 working hours, to set up appointment to inspect reported faulty keyboard tray.

2.11.1.2 Appointment to inspect faulty keyboard tray shall be set up within two weeks of the reported warranty issue. If the appointment cannot be set up within this time frame, the ergonomics program shall be notified of the reason and timeline for repair.

2.11.1.3 The repair technician, on the first visit to inspect the faulty keyboard tray, shall have a new keyboard tray (platform & arm) available that is the same or a similar model in order to be able to replace the faulty tray if the existing one cannot be fixed during the first service call. The vendor and/or manufacturer representative shall be responsible for having sufficient stock of the standard platforms and arms for these on-site repairs.

2.12 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County for evaluation purposes. Any items so requested shall be furnished within three (3) working days from the date of request and furnished at no cost to the County and sent to the address designated . Upon completion of the evaluation, respondents will be notified that the samples are available for their disposition.

2.13 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.14 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.15 ADDITIONAL PRICING:

*Contractors are **STRONGLY ENCOURAGED** to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Manufacturers responding are strongly encouraged to offer their whole product line. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested.*

2.16 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.16.1 One (1) original "hard" copy of pricing, MANDATORY
- 2.16.2 Pricing pages, MANDATORY
- 2.16.3 Literature, Technical and Descriptive, MANDATORY
- 2.16.4 Vendor Information, MANDATORY
- 2.16.5 Agreement page, MANDATORY
- 2.16.6 Proof of compliance with ANSI/BIFMA X 5.5, MANDATORY
- 2.16.7 Documentation of independent or in-house testing, OPTIONAL

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a **firm, fixed** price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

3.4 SHIPPING:

Bid prices shall be made F.O.B. **DESTINATION** to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.5 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.6 INVOICING REQUIREMENTS:

All item(s) purchased by the County, whether picked up or delivered, shall be accompanied by a proper invoice billed to the appropriate County agency per the purchase order instructions:

All invoices shall indicate the following:

- (1) Contract number;
- (2) County purchase order number;
- (3) Quantity;
- (4) Description of material, including item number, and any backorders;
- (5) Pricing per unit.

3.7 TESTING:

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications.

In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

3.8 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 3.8.1 Documentation from the manufacturer that the product of model has been discontinued.
- 3.8.2 Documentation that names the replacement product or model.
- 3.8.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 3.8.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.8.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.9 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.10 INDEMNIFICATION AND INSURANCE:

3.10.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.10.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.10.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.10.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.10.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.10.3 Certificates of Insurance.

3.10.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.10.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.10.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.11 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.12 **INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.13 **INQUIRIES AND NOTICES:**

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504
(astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Debbie Thompson, Ergonomic Specialist, 602-506-2284

Inquiries may be submitted by telephone but must be followed up in writing. **NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.**

3.14 **PRE-BID CONFERENCE:**

THERE WILL BE A PRE-BID CONFERENCE ON WEDNESDAY, OCTOBER 29TH, 2003, AT 9:00 A.M. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 **LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

ANY REQUESTS FOR REASONABLE PRICE ADJUSTMENTS MUST BE SUBMITTED THIRTY (30) DAYS PRIOR TO THE CONTRACT EXPIRATION DATE. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 **OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 **ADDITIONS/DELETIONS OF MATERIALS:**

The County reserves the right to add and/or delete materials to this Contract. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 **SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 **AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

4.11 **RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 **ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 **AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

E J OFFICE FURNITURE INC, 1725 W WILLIAMS DRIVE, BLDG B, STE B25, PHOENIX, AZ 85027

PRICING SHEET C711505 / B0602345

NIGP CODE 20460

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY
YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES X NO

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax pplicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION	BRAND / MANUFACTURER	UNIT PRICING INCLUDING INSTAL 1-3	UNIT PRICING INCLUDING INSTAL 4-10	UNIT PRICING INCLUDING INSTAL 11-20	UNIT PRICING INCLUDING INSTAL 20+
<i>As Required</i>					
2.2 ARMS & PLATFORMS					
	E.S.I.				
Lift n Lock Seated/ Mouse Forward Platform	AA3601PLMAC-VL	\$90.35	\$90.35	\$90.35	\$90.35
Lift n Lock Sit Stand/ Mouse Forward	AA3701PLMAC-VL	\$108.88	\$108.88	\$108.88	\$108.88
Lift n Lock Seated/ Radius Platform	AA3601PL006-VL	\$87.85	\$87.85	\$87.85	\$87.85
Lift n Lock Sit Stand/ Radius Platform	AA3701PL006-VL	\$106.28	\$106.28	\$106.28	\$106.28

E J OFFICE FURNITURE INC, 1725 W WILLIAMS DRIVE, BLDG B, STE B25, PHOENIX, AZ 85027

Large Projects

	BRAND / MANUFACTURER	UNIT PRICING INCLUDING INSTAL 100 – 499	UNIT PRICING INCLUDING ISTAL 500 – 999	UNIT PRICING INCLUDING INSTAL 1000 – 1499	UNIT PRICING INCLUDING INSTAL 1500 – 1999	UNIT PRICING INCLUDING INSTAL 2000 – 2499	UNIT PRICING INCLUDING INSTAL 2500+
	E.S.I.						
Lift n Lock Seated/ Mouse Forward Platform	AA3601PLMAC-VL	\$90.35	\$90.35	\$90.35	\$90.35	\$90.35	\$90.35
Lift n Lock Sit Stand/ Mouse Forward	AA3701PLMAC-VL	\$108.88	\$108.88	\$108.88	\$108.88	\$108.88	\$108.88
Lift n Lock Seated/ Radius Platform	AA3601PL006-VL	\$87.85	\$87.85	\$87.85	\$87.85	\$87.85	\$87.85
Lift n Lock Sit Stand/ Radius Platform	AA3701PL006-VL	\$106.28	\$106.28	\$106.28	\$106.28	\$106.28	\$106.28

Local Authorized Furniture Dealers that will install product for prices above: E J OFFICE FURNITURE INC

State product/pricing/unit pricing

Identify catalog/effective date duration of catalog and **percent of discount offered**. Include with submission: 67.5% DISCOUNT. DELIVERY 2-3 WEEKS ARO

Terms: NET 30

Federal Tax ID Number: 86-0564613

Vendor Number: 860564613

Telephone Number: 623-780-9393

Fax Number: 623-780-9419

Contact Person: JEFFREY DITTMAN

E-mail Address: ejofficefurn@aol.com

Company Web Site: www.ejofficefurnitureinc.com

Insurance Certificate Yes

Contract Period: To cover the period ending February 28, 2007.